

CITY MANAGER EMPLOYMENT AGREEMENT

This agreement made and entered into this _____1st day of _____, April, 2019, (“Agreement”) by and between the City of Belle Isle, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and ROBERT G. FRANCIS, JR., hereinafter as "Francis", who agree as follows:

WITNESSETH:

WHEREAS, CITY desires to employ Francis as City Manager of the City of Belle Isle, as provided by Article IV of the Charter of the City of Belle Isle and all other applicable ordinances and policies of the City of Belle Isle; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. RESPONSIBILITIES

A. CITY hereby agrees to employ Francis as City Manager, who shall be the Chief Administrative Officer of the City, to perform the functions specified as set forth in Exhibit A, by the laws of the State of Florida, the Charter, ordinances and resolutions of the City of Belle Isle and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign. Francis shall pursuant to the City Charter be under the direction and supervision of the City Council and shall hold the office at the pleasure of the City Council. Only the City Council acting as a body may direct and supervise Francis

B. Francis shall remain in the exclusive employ of CITY and shall not accept other employment nor ~~to~~ become employed by any other employer.

C. Employee shall comply with the International City/County Management Association ("ICMA")-Code of Ethics as set forth in Exhibit B to this Agreement, which is hereby incorporated by this reference -as though -set forth -in full; provided- that the guideline under Item 7 of the Code addressing Elections will only apply to City of Belle Isle and Orange County elections.

SECTION 2. HOURS OF WORK

It is recognized that the City Manager is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the CITY.

Francis acknowledges that proper performance of the duties of City Manager will require Francis to generally observe normal business hours (currently 8:00 a.m. to 5:00 p.m., Monday through Friday, including a standard one hour lunch period), as set by the CITY and as may be duly revised from time-to-time by the CITY, and will also often require the performance of necessary services outside of normal business hours. Francis's compensation (whether salary or benefits) is not based on hours worked. Furthermore, the City Manager position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and Francis shall not be entitled to any compensation for overtime nor subject to such overtime provisions of the FLSA.

SECTION 3. TERM

A. CITY appoints Francis to serve as City Manager for an indefinite period to be reviewed annually. It shall be the responsibility of the City Council to evaluate Francis in accordance with the evaluation procedure outlined in the CITY's Personnel Manual, City Council Rules of Procedure, and City Manager Job Description attached hereto and incorporated herein as Exhibit "A".

B. The Term of this Agreement shall be for three years, commencing on April 1, 2019 and ending on April, 2022, unless extended or terminated as provided herein. ~~On April 1, 2019, and annually on each succeeding April 1st while this Agreement is effective, the Term of this Agreement shall be automatically extended for one additional year. For example, on April, 2019 the Term of this Agreement shall be automatically extended until April 1, 2022; on April 1, 2020 the Term of this Agreement shall be extended until April 1, 2023; and so on, unless prior to such date by a majority vote of the total membership of the City Council in attendance at a lawfully called meeting, the City Council takes formal action to declare its intention to not extend this Agreement for one additional year. Any such decision by the City Council to not extend the Term by one additional year shall modify only Section 1(B) of this Agreement and shall not constitute a termination for purposes of Section 10 of this Agreement. The parties make no representation with respect to whether such action by the City Council would amount to an adverse employment action 1, 2022. The Term of this Agreement shall automatically be renewed for successive three-year terms unless CITY provides written notice to Francis at least 180 days prior to the termination date that the CITY does not intend to extend this Agreement for an additional three-year term. Notwithstanding the foregoing, this Agreement may be terminated as provided below.~~

C. Nothing in this ~~agreement~~Agreement shall prevent, limit or otherwise interfere with the right of the CITY to terminate ~~this Agreement and the services~~employment of Francis at any time, subject only to the provisions set forth in the City Charter and Section 10 of this ~~agreement~~Agreement as it relates to amounts which will be paid to Francis as ~~severance pay~~Severance Pay.

D. Nothing in this ~~agreement~~Agreement shall prevent, limit or otherwise interfere with the right of Francis to resign at any time from his position with CITY, subject only to the provision set forth in Section 10 of this agreement as it relates to amounts which will be paid to Francis as ~~severance pay~~Severance Pay.

SECTION 4. EMPLOYEE AT WILL

It is specifically acknowledged and agreed by the parties that this ~~agreement~~Agreement does not create any relationship between the parties other than that of an employee at will. Nothing herein shall be construed or operate to provide to Francis upon termination or separation from the CITY, any benefits other than those set forth in Section 10 of this ~~agreement~~Agreement.

SECTION 5. SALARY

A. As compensation for the professional services to be performed hereunder, effective April 1, 2019, CITY shall pay Francis for his services an annual base salary of ONE HUNDRED AND FORTY THREE THOUSAND -DOLLARS (\$143,000.00), said salary shall be paid in twenty-six (26) installments at the same time as other employees of CITY are compensated. Francis may receive base; cost of living increases; and/or performance incentives as may be determined by the City Council.

B. Salary Adjustment. Following the annual performance evaluation set forth in Section 12 hereof, the City Council may maintain or increase Francis's base salary and benefits package based on the results of those annual reviews. Any adjustments in the base salary and/or benefits following the annual performance evaluation under Section 12 —shall be at the sole discretion of the City Council. ~~Francis~~The City Council may ~~also receive those grant~~ salary ~~cost-of-living adjustments, which to Francis as~~ may be granted other employees. Such Salary shall be subject to normal and proper withholdings as determined by state and federal law and as determined appropriate by the City Council and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs.

SECTION 6. PAID TIME-OFF (PTO) BENEFITS

A. City Manager shall accrue PTO at the rate of twenty-five paid days each fiscal year (in addition -to recognized regular- and floating City holidays). The parties agree that this benefit includes and may be used for time off due to illness (whether personally or of a family member). During the term of this Agreement, Francis may not carryover -more than

forty days of accrued PTO from one fiscal year to the next for use during the year into which the carryover occurs. At any time during the term of this Agreement, Francis shall be entitled to cash-out accrued PTO days, provided that at least fifteen (15) accrued PTO days remain available. The amount paid to Francis shall be based on Francis's annual base salary at the time the PTO hours/days are cashed out. Upon separation from employment, Francis shall be paid for all accrued and unused PTO time available at that time.

B. Executive Leave. Francis shall be entitled to forty (40) hours of executive leave annually, starting on October 1, and used in the same manner as PTO. Executive leave is not cumulative and cannot exceed the annual cap of forty (40) hours at any time as no further accrual will occur beyond forty (40) hours. ~~Upon each annual accrual, only as much leave shall be accrued as is necessary to bring the balance up to forty (40) hours for that annual accrual period.~~ Executive leave must be used and deducted from accruals in increments of no less than one hour for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Any executive leave hours remaining at the end of the fiscal year (September 30) will be forfeited. Upon termination, for any reason, Francis shall forfeit all unused ~~executive leave on the books-~~ then existing.

SECTION 7. DISABILITY, DENTAL, HEALTH AND LIFE INSURANCE

Francis shall receive, at no additional cost to him, disability, health and life insurance as provided by the CITY's Personnel Rules and Regulations for managerial employees of the City.

SECTION 8. AUTOMOBILE

CITY shall pay Francis seven hundred (\$700.00) dollars per month for all expenses, including maintenance, repairs, gasoline and insurance associated with his use of his own vehicle within the City of Belle Isle and in lieu of mileage expenses within the State of Florida: ("automobile allowance"). Francis shall maintain his own insurance in an amount not less than \$100,000.00 dollars per claim, and \$300,000.00 dollars per incident. Said insurance shall be with a company acceptable to CITY and such shall not be construed as or constitute a waiver to the CITY's sovereign immunity protection. ~~The CITY will pay~~ As an alternative to the automobile allowance, Francis may elect for the CITY to pay to cover Francis's Francis' spouse for health insurance and deduct that amount from automobile allowance and Francis will be paid the remainder of the under the CITY's group health insurance plan at a cost not to exceed \$700.00 per month. In the event the City is covering Francis' spouse's health insurance cost and such costs is less than \$700.00 per month on a pro-rated basis, the CITY will pay, on a monthly basis, Francis the difference between \$700.00 (i.e. the monthly automobile allowance for use of his vehicle. Once amount) and the pro-rated monthly cost of Francis' spouse's health insurance cost. Once Francis' spouse

acquires other health insurance, Francis will be entitled to the full monthly automobile allowance as stated herein.

SECTION 9. RETIREMENT

Francis will participate in the CITY General Employees Retirement System and shall receive all applicable benefits associated therewith unless another retirement benefit is agreed to in writing between Francis and CITY.

SECTION 10. TERMINATION AND SEVERANCE PAY

A. CITY may by majority vote of the Council with or without cause suspend and remove Francis from office upon ninety (90) calendar days' notice in accordance with the procedures outlined in the City charter.

B. Termination Without Cause: If Francis is terminated without cause, City shall pay Francis a lump sum severance benefit equal to ~~the monthly twenty (20) weeks of salary of Francis at the time of separation multiplied by the number of months left on the unexpired term of the employment contract, not to exceed twelve months of salary (whichever is more).~~ ("Severance Pay"). In addition as part of Severance Pay, City shall continue to pay for ~~nine months the monthly twenty (20) weeks~~ group health and medical insurance benefits for Francis and his spouse as provided under the then applicable salary and benefits resolution (such severance benefits to be referred to collectively as "Separation Pay"); if the City is paying his spouse's coverage at termination beginning on the date that the revocation period for the Separation Agreement of termination.

C. In addition to the ~~severance pay and/or notice set forth above~~ Severance Pay, Francis upon termination shall receive all accrued benefits as of the date of termination, including earned and unused paid time off, retirement and other accrued benefits.

D. Termination for Cause: Francis shall not receive any ~~severance pay~~ Severance Pay if Francis is dismissed or ~~freed~~ terminated by CITY for cause. As used in this Agreement, "Cause for cause" shall mean:

1. Conviction of a felony; or
2. Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary -to -justice, -honesty, -or- morality); or
3. Misappropriation of public funds; or
4. Willful abandonment of duties consisting of the failure to report to

work for five consecutive working days (for reasons not medically related) and not notifying staff and the City Council of his leave status; or

5. A willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council; or

6. Violation of the CITY's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee has occurred, or

7. Use or possession of illegal drugs; or

8. Any illegal -or unethical- act involving personal gain; or

9. Gross -misfeasance or gross malfeasance.

10. Any misconduct as defined by Section 443.036(29) Florida Statutes (2019), or violation of the ICMA Code of Ethics.

If the CITY -terminates- for cause -this AGREEMENT and the services of Francis hereunder, the CITY shall have no obligation -to pay Francis any severance Severance Pay.

~~E. Except as provided otherwise in Section D above, during the 90-day period immediately preceding and 90 days following the date of a regular or special municipal election for City Council membership (including Mayor), City shall take no action, whether immediate or prospective, to remove, suspend, terminate, or request the resignation of the City Manager.~~

SECTION 11. RESIGNATION

In the event Francis voluntarily resigns his position with CITY, Francis shall give CITY ~~forty-five (45)~~ thirty (30) calendar day's prior written notice unless the parties agree otherwise.

Upon his voluntary resignation, Francis shall not be entitled to any ~~severance pay~~ Severance Pay as set forth in Section 10, above, but shall be entitled to receive payment for all accrued benefits as of the date of termination, including earned and unused paid time off and retirement benefits.

SECTION 12. PERFORMANCE EVALUATION

A. The City Council shall review and evaluate the performance of Francis annually. Said review and evaluation shall be in accordance with specific criteria developed by CITY and as more particularly described in Exhibit "A" hereto. As part of the annual review process, the evaluation criteria may be amended or altered, however said amendment shall only be utilized for subsequent evaluations of Francis. Further, the City Council shall provide an adequate opportunity for Francis to discuss his evaluation with the Council.

B. Annually, the Council and Francis shall define such goals and performance objectives that they determine necessary for the proper operation of the CITY and in the attainment of the Council's policy objectives. The parties shall establish a priority of the various goals and objectives which have been identified and the same shall be reduced to writing. The goals and objectives shall generally be attainable within the time limitations specified and shall be within the annual operating and capital budget and appropriations provided.

SECTION 13. DUES AND SUBSCRIPTIONS

CITY agrees to pay for, as the approved upon operating budget allows, professional dues and subscriptions of Francis for his continued and full participation in national, regional, state, local, and civic associations and organizations necessary and desirable for his continued professional growth, and advancement, and for the good of CITY.

SECTION 14. PROFESSIONAL DEVELOPMENT

A. CITY agrees to pay for as approved by the City Council, travel and subsistence expenses of Francis for professional and official travel, meetings, and occasions adequate to continue the professional development of Francis and to adequately pursue necessary official functions for CITY.

B. CITY also agrees to pay for as the approved upon operating budget allows, travel and subsistence expenses of Francis for short courses, institutes and seminars that will benefit CITY.

C. Francis will not be required to utilize paid time off in order to attend professional activities covered by this section.

SECTION 15. BONDING

As a condition of his employment, Francis shall be bonded as provided by law or ordinance and as deemed appropriate by CITY. CITY shall bear the full cost of any fidelity or other bonds as required.

SECTION 16. MISCELLANEOUS TERMS

A. The CITY may, at any time for justifiable reasons, request a physical or mental examination to determine Francis's fitness or competency to continue to perform the duties of his position. If Francis refuses to submit to an examination, the CITY shall have the right, in the CITY's sole discretion, to deem Francis disabled for the purposes of this agreement. If the CITY's selected physician determines Francis is disabled and Francis does not agree, Francis may select a physician to conduct a like examination provided Francis does so within thirty (30) days of the initial examination. If the two examining physicians are not in substantial agreement, they shall select a third physician to conduct an independent examination. If both physicians agree that Francis is unable to continue to perform, or a third examining physician make that determination, Francis shall be deemed disabled for the purposes of this ~~agreement~~Agreement and be terminated under Section 10.B. CITY will be responsible for payment of all medical expenses for this determination that are in excess of Francis's health insurance coverage.

B. The text herein shall constitute the entire agreement between the parties.

C. This ~~agreement~~Agreement shall become effective, upon its execution by both parties.

D. If any provision, or any portion thereof, contained in this ~~agreement~~Agreement is held unconstitutional, invalid or unenforceable, the remainder of this ~~agreement~~Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement, including any attachments hereto, constitutes the entire Agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect, whatsoever, on this Agreement.

F. This Agreement shall be governed by the laws of the State of Florida, and the Circuit Court of Orange County which shall have exclusive jurisdiction of any disputes arising under this Agreement.

G. To the extent of any conflict between the provisions of this Agreement and the City Charter, the City Charter provisions control.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below for the purposes set forth herein.

ROBERT G. FRANCIS, JR.

CITY OF BELLE ISLE, FLORIDA

Date: _____

Date: _____

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Exhibit A

City of Belle Isle

Position Description

Position Title: City Manager **FLSA:** Exempt

Supervisor: City Council **Revised:** 3/2016

General Description: The position of the City Manager serves as the chief administrative officer of the City and is responsible for the day to day operations of the City and is appointed by, and serves under the City Council. The City Manager is responsible for the supervision and direction of all departments, agencies or offices of the City.

Essential Job Functions:

- Appoints and when necessary for the good of the City, suspends or removes all City employees and appointive administrative officers provided for, by or under the City Charter, except as otherwise provided by law, the charter or personnel rules adopted pursuant to the charter.
- Authorizes any administrative officer subject to the manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department or agency.
- Directs and supervises the administration of all departments, offices, and agencies of the City, except as otherwise provided by the charter or laws.
- Attends all City Council meetings and has the right to take part in discussion, but shall not vote.
- Assures that all laws, provisions of the charter and acts of the Council, subject to enforcement by the City Manager or by officers subject to the manager's direction and supervision, are faithfully executed.
- Prepares and submitted the annual budget and capital program to the City Council.
- Submits to the Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year.
- Makes other reports as the Council may require concerning the operations of the City departments, offices and agencies subject to the City Manager's direction and supervision.
- Keeps the Council fully advised as to the financial condition and future needs of the City and make recommendations to Council concerning the affairs of the City.
- Signs contracts on behalf of the City pursuant to the provisions of appropriate ordinances.
- Provides staff support for the mayor and commissioners.
- Establishes personnel policies governing appointment, retention and promotion of City employees, which policies shall include a grievance procedure.
- Serves as the purchasing agents for the City as established by the charter.

- Performs other job related functions as needed.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related duties as required.)

Minimum Requirements:

- Bachelor’s Degree or higher from an accredited College/University with a major in Business or Public Administration or related field, plus five years’ experience in progressively responsible management position in local government or an equivalent combination of education and experience.
- ICMA-Credentialed Manager (current/active).
- Must obtain a valid Florida Driver’s License within 90 days of employment.

Knowledge, Abilities, and Skills:

- Thorough knowledge of the principles and practices of governmental administration, governmental budgeting and governmental regulations.
- Knowledge of local governmental operations.
- Knowledge of research techniques and source availability of required or requested information.
- Ability to communicate effectively both orally and in writing.
- Ability to establish and maintain effective working relationships with Francis Francis, government officials, private organizations, and the general public, and effectively utilize resources.
- Ability to make effective decisions.
- Ability to maintain records, files, and reports in accordance with established methods and procedures.
- Ability to read, interpret, and analyze instructions and/or data effectively.
- Ability to work independently with minimal supervision.
- Ability to formulate, submit and administer budgets.
- Ability to function in a sophisticated computer environment.

Environmental Conditions:

Works in an office environment.

Exhibit B

ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2018.

